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UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of: )  
Daniel DUPRET et al. )  
Serial No.: 09/840,861 ) Group Art Unit: 1637  
Filed: April 25, 2001 ) Examiner: Y. Kim  
For: PROCESS FOR IN VITRO CREATION OF RECOMBINANT  
POLYNUCLEOTIDE SEQUENCES BY ORIENTED LIGATION

**TERMINAL DISCLAIMER**  
**TO OBVIATE DOUBLE PATENTING REJECTION**

Director of the United States Patent and Trademark Office  
Alexandria, VA 22313-1450

Sir:

The owner, Proteus S.A., of the entire interest in the above-identified application (as evidenced by the assignment recorded on October 19, 2001, at Reel 012265, Frames 0727) hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term (as defined in 35 USC §154 to §156 and §173) of any patent granted on related U.S. Application No. 09/723,316, which is owned in its entirety by said Proteus S.A. (as evidenced by the attached copy of the assignment of said related application, which assignment was filed in the Patent and Trademark Office on May 14, 2001).

The owner hereby agrees that any patent granted on the instant application shall be enforceable only for and during such period that it and the related application and any patent granted thereon are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors and/or assigns.

In the event that a patent granted on said related application prematurely expires before the expiration of its full statutory term, any patent granted on the above-captioned application shall nevertheless terminate on the date that the patent granted on said related application would have expired were it not for such premature expiration. Such premature expiration of a patent granted on the related application could include expiration due to: failure to pay a maintenance fee, being held unenforceable, being found invalid by a court of competent jurisdiction, being statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, having all claims canceled by a reexamination certificate, being reissued, or by any other means of termination prior to the expiration of its full statutory term.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The Commissioner is hereby authorized to charge the statutory disclaimer fee of \$55.00 under 37 C.F.R. § 1.20(d) to Deposit Account No. 50-0206. Additionally, any deficiency or overpayment should be charged or credited to Deposit Account No. 50-0206.

Respectfully submitted,

HUNTON & WILLIAMS LLP

Dated: March 23, 2004

By:

A handwritten signature in black ink, appearing to read "R. Schulman", is written over a horizontal line.

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COPY

JOINT ASSIGNMENT FOR PATENT APPLICATION

WHEREAS, We, Daniel **DUPRET**, a citizen of FRANCE, residing at 8, chemin de Maruejois Sinsans, F-30420 Calvisson, FRANCE; Fabrice **LEFEVRE**, a citizen of FRANCE, residing at Bâtiment B, appartement 208, 2, rue Théodore Aubanel, F-30900 Nîmes, FRANCE; and Jean-Michel **MASSON**, a citizen of FRANCE, residing at 43, chemin Flou de Rious, F-31400 Toulouse, FRANCE; (the "Assignors"), respectively, have made an invention entitled:

**PROCESS FOR OBTAINING RECOMBINED POLYNUCLEOTIDE SEQUENCES IN VITRO,  
LIBRARIES OF SEQUENCES AND SEQUENCES THUS OBTAINED**

which was filed on **April 25, 2001** (U.S. Application Serial No. **09/840,861**); and


WHEREAS, **PROTEUS S.A.** ("Assignee"), having a place of business at Parc Georges Besse 70 allée Graham Bell, F-30000 Nîmes, FRANCE, desires to acquire the entire right, title and interest in and to the aforesaid invention, the Application and all Letters Patent of the United States or any patent application or patents of any foreign country related thereto, including conversions to utility applications, continuations, continuations-in-part, reissues, reexaminations, extensions, substitutes and divisions which may be granted therefor;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we sell, assign and transfer to Assignee, its successors, legal representatives and assigns, the full and exclusive right in and to the invention and Application, and in and to any Letters Patent of the United States or any patent application or patents of any foreign country related thereto, including conversions to utility applications, continuations, continuations-in-part, reissues, reexaminations, extensions, substitutes and divisions which may be granted therefor and all rights to claim priority on the basis of the Application;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to issue all such Letters Patent to the Assignee;

AND WE HEREBY warrant and covenant that we have the full right to convey the entire interest herein assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY agree to communicate to Assignee or its representatives any facts known to us respecting the invention, to execute all divisional, continuation, reissue, reexamination, extension, substitute and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to the invention, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in the Assignee, its successors, legal representatives or assigns, and to testify in any judicial or administrative proceeding and generally do everything possible to aid the Assignee to obtain and enforce such Letters Patent in the United States or any foreign country and/or to assist the Assignee with any proceedings relating to this invention, patent application or such Letters Patent in the United States or any foreign country when requested so to do by the Assignee.

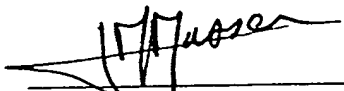
Signature of Inventor: 


Inventor's Name: Daniel DUPRET

Inventor's Address: 8, chemin de Maruejois Sinsans, F-30420 Calvisson, FRANCE

Date of Execution:

August 10, 2001

Signature of Inventor:   
Inventor's Name: Jean-Michel MASSON  
Inventor's Address: 43, chemin Flou de Rious, F-31400 Toulouse, FRANCE  
Date of Execution: 08/10/2001

Signature of Inventor:   
Inventor's Name: Fabrice LEFEVRE  
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Date of Execution: 17/08/01